

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF PENNSYLVANIA**

INDECK KEYSTONE ENERGY LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 04-325 Erie
	)	
VICTORY ENERGY OPERATIONS	)	Judge Sean J. McLaughlin
LLC,	)	
	)	
Defendant	)	JURY TRIAL DEMANDED

**AMENDED NOTICE OF 30(b)(6) DEPOSITION OF INDECK KEYSTONE ENERGY LLC**

To: John K. Gisleson  
Schnader Harrison Segal & Lewis LLP  
Fifth Avenue Place, Suite 2700  
120 Fifth Avenue  
Pittsburgh, PA 15222-3001

PLEASE TAKE NOTICE that, pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, Defendant shall take the video-taped deposition of the person(s) designated by Plaintiff Indeck Keystone Energy LLC to be most knowledgeable regarding the topics identified in the attached Rider, on February 8, 2006, at 9 a.m., and continuing day to day until completed. The deposition will be held at the offices of Defendant's Local Counsel, Marshall, Dennehey, Warner, Coleman & Goggin, 1001 State Street, Renaissance Center, Suite 1400, Erie, PA 16501

Dated: January 27, 2006

Respectfully submitted,

/s/ Christopher T. Sheean  
Christopher T. Sheean  
Wildman, Harrold, Allen & Dixon LLP  
225 West Wacker Drive, Suite 2800  
Chicago, Illinois 60606-1229  
Attorneys for Defendant,  
Victory Energy Operations, LLC  
Telephone: 312-201-2997  
Facsimile: 312-201-2555

**AMENDED RIDER**

Counsel for Defendant Victory Energy Operations LLC (“VEO”) intends to examine the person(s) most knowledgeable as designated by Indeck Keystone Energy, LLC (IKE”), on the following topics:

1. The decision to enter into the license agreement between EPTI and VEO dated January 7, 2003 (the “License Agreement”).
2. The person(s) authorized by EPTI to negotiate and execute the License Agreement.
3. The identity of persons who negotiated the License Agreement, the subjects of negotiation, and documents exchanged by the parties in negotiating the License Agreement.
4. IKE’s interpretation of the License Agreement, and the identification of all communications, documents and individuals that support said interpretation.
5. IKE’s understanding of the documents (including drawings) the licensor was obligated to provide to VEO under the terms of the License Agreement, and the identity of all documents the licensor in fact provided to VEO from January 7, 2003 to the present.
6. IKE’s understanding of the computer software, hardware and support the licensor was obligated to provide to VEO under the terms of the License Agreement.
7. Every piece of evidence in IKE’s possession relating to the usage in the boiler industry of the terms “New Style Boilers,” “Old Style Boilers,” “M Series Boilers” and/or “O Series Boilers.”
8. All unauthorized modifications IKE alleges that VEO has made to the Products under the terms of the License Agreement, and every sale that allegedly incorporated said modification(s).
9. All improvements (authorized or not) VEO has made to the Products under the terms of the License Agreement.
10. All damages IKE has suffered or claims it is entitled to as a result of VEO’s sale of any Products that included unauthorized modifications or improvements.
11. All instances where VEO allegedly infringed the “Keystone” trademark, and all damages IKE claims as a result of said infringement.
12. The identity of all trade secrets that EPTI or IKE provided to VEO pursuant to the terms of the License Agreement, and for each such trade secret, whether it remains confidential today, and all efforts by IKE to maintain the confidentiality of said trade secret.
13. All aspects of the design and manufacturing process of the Keystone boiler that IKE asserts are proprietary, and the evidence that supports said assertions.

14. A specific description of each and every trade secret that IKE alleges VEO misappropriated from either IKE or Erie Power Technologies, Inc.

15. All instances that IKE is aware of where VEO sold a product outside the scope of the License Agreement without the consent of the Licensor, and the damages IKE seeks as a result of said breach.

16. All instances where either EPTI or IKE informed VEO that any sale or other action taken by VEO constituted a breach of the License Agreement.

17. All instances where either EPTI or IKE informed VEO that any sale or other action taken by VEO was outside the scope of the license agreement and thereby, unauthorized.

18. IKE's understanding of any Technical Information supplied to VEO under the License Agreement that is known to the public or otherwise in the public domain relating to watertube boiler technology.

19. All efforts IKE has undertaken to market or sell a natural circulation, industrial watertube package steam generator with a steam capacity range starting at 29,000 and up to and including 150,000 pounds of steam per hour.

20. All evidence tending to show that VEO's actions have in any way diluted the Keystone trademark.

21. All evidence tending to show that the Keystone trademark is famous.

22. All communications involving IKE and any third party wherein VEO and/or the License Agreement were discussed.

23. Any other claims not discussed above that IKE has against VEO, and the damages IKE claims related to said claims.

24. All irreparable harm suffered by IKE as a result of VEO's conduct.

25. All damage to IKE's reputation that IKE alleges was caused by VEO's conduct.

26. Identify all opportunities, consumer good will, revenue, profits, market share and/or competitive advantage that IKE alleges it lost as a result of VEO's conduct.

27. The profits IKE has earned as a result of any sale made through Christian Power Equipment.

28. The profits IKE has earned as a result of any sale made through Power Systems, Inc.

**CERTIFICATE OF SERVICE**

Christopher T. Sheean, an attorney, certifies that on the 27<sup>th</sup> day of January, 2006, he caused a copy of the foregoing *Notice of 30(b)(6) Deposition of Indeck Keystone Energy LLC* to be sent electronically to the following counsel of record:

John K. Gisleson  
Schnader Harrison Segal & Lewis LLP  
Fifth Avenue Place, Suite 2700  
120 Fifth Avenue  
Pittsburgh, PA 15222-3001  
Email: [JGisleson@Schnader.com](mailto:JGisleson@Schnader.com)  
ATTORNEYS FOR PLAINTIFF INDECK KEYSTONE  
ENERGY LLC

/s/ Christopher T. Sheean  
Christopher T. Sheean